

RESOLUTION

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS TO EXECUTE A BOUNDARY ADJUSTMENT AGREEMENT WITH THE TOWN OF WARRENTON

WHEREAS, the Estate of Walter N. Arrington is the owner of a certain portion of land containing 16.73869 acres, more or less, said parcel being more particularly described as a portion of PIN 6983-46-3320-000 (hereinafter the "Home Depot parcel"), as shown on the Plat Showing Boundary Line Adjustment Between the Town of Warrenton and the County of Fauquier by Franklin E. Jenkins, L.S., dated February 27, 2004; and

WHEREAS, a 1.81948 acre portion of Alwington Boulevard is located in the County of Fauquier; and

WHEREAS, on March 17, 2004, and March 24, 2004, the County of Fauquier and Town of Warrenton jointly published notice of their intention to adopt a Boundary Adjustment Agreement relocating the aforesaid Home Depot parcel and the aforesaid portion of Alwington Boulevard within the corporate limits of the Town of Warrenton; and

WHEREAS, the Board of Supervisors, by the adoption of this resolution, has determined it to be in the best interest of the citizens of this County to adjust the Home Depot parcel and that portion of Alwington Boulevard into the corporate limits of the Town of Warrenton; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 21st day of June 2004, That the Chairman of the Fauquier County Board of Supervisors be, and is hereby, authorized to execute a Boundary Adjustment Agreement within the Town of Warrenton locating the tract of land containing 16.73869 acres, more or less, said parcel being more particularly described as a portion of PIN 6983-46-3320-000 (hereinafter the "Home Depot parcel") and that 1.81948 acre portion of Alwington Boulevard, within the corporate limits of the Town of Warrenton; and, be it

RESOLVED FURTHER, That the County Administrator and the County Attorney be, and are hereby, authorized and directed to take all actions necessary to locate the Home Depot parcel within the corporate limits of the Town of Warrenton, including, but not limited to, the preparation, filing and prosecution, jointly with the Town of Warrenton, of a petition to adjust the boundaries of the County of Fauquier and the Town of Warrenton to include the Home Depot parcel and that portion of Alwington Boulevard, within the corporate limits of the Town of Warrenton.

2004 WARRRNTON/FAUQUIER COUNTY
BOUNDARY ADJUSTMENT AGREEMENT
HOME DEPOT AREA

THIS AGREEMENT, made and entered into this _____ day of _____ 2004, by and between the TOWN OF WARRENTON, VIRGINIA, A Virginia municipal corporation (hereinafter "the Town") and the COUNTY OF FAUQUIER, a political subdivision of the Commonwealth of Virginia (hereinafter "the County").

RECITALS

- R-1. The Estate of Walter N. Arrington is the owner of a certain tract of land containing approximately 16.73869 acres, as the same is more thoroughly identified on that certain Plat Showing Boundary Line Adjustment Between the Town of Warrenton and the County of Fauquier by Franklin E. Jenkins, L.S., dated February 27, 2004, a copy of which plat is attached to this agreement.
- R-2. The Town and the County, after due consideration, have determined and agree that their common boundaries should be adjusted and relocated as identified in Exhibit A, thereby including within the municipal boundaries of the Town all of the land identified in Exhibit A.
- R-3. The Town and the County have determined that such relocation of boundaries is necessary to ensure the effective provisions of public services to the area to be adjusted into the Town.
- R-4. The Town and the County desire to proceed pursuant to Chapter 31, Article 2, of Title 15.2 of the Code of Virginia, 1950, as amended, hereinafter referred to as "the Virginia Code," to incorporate within the Town the area identified in the relocated boundary adjustment.
- R-5. The Town and the County, pursuant to Section 15.2-3107 of the Virginia Code jointly published notice in the Fauquier Citizen of its intention to adopt this Agreement on March 11, 2004 and March 18, 2004, such notice providing a descriptive summary of the Agreement, the proposed relocated boundary and a statement that a true copy of this

Agreement was on file in the Office of Kenneth McLawhon, Town Manager, and in the Office of G. Robert Lee, County Administrator, and Clerk of the Board of Supervisors.

- R-6. The Town and the County held a joint public hearing on March 29, 2004, on the boundary adjustment provided for in this Agreement, a copy of the Affidavit certifying publication of the notice of public hearing is attached hereto as Exhibit B.
- R-7. The Town Council adopted a resolution authorizing the execution of this Agreement, a copy of which is attached hereto as Exhibit C.
- R-8. The Board of Supervisors adopted a resolution authorizing the execution of this Agreement, a copy of which is attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. RELOCATION OF BOUNDARY.

The Town and the County hereby agree pursuant to Section 15.2-3106 of the Virginia Code, to adjust, relocate, and change their common boundary line, being the southernmost municipal boundary of the Town, as identified in Exhibit A, attached hereto and incorporated herein, to incorporate into the Town 16.73869 acres of the property of the Estate of Walter N. Arrington as the same is more thoroughly described in Exhibit A; together with a 1.81948 acre portion of the right-of-way of Alwington Boulevard as more thoroughly described in Exhibit A.

2. AUTHORITY.

The Town has authorized the execution and implementation of this Agreement by resolution of the Town Council, a copy of which is attached hereto as Exhibit C. The County has authorized its execution and implementation of this Agreement by resolution of its Board, a copy of which is attached hereto as Exhibit D.

3. PETITION.

The Town and the County shall jointly petition the Circuit Court of Fauquier County seeking the adjustment of the boundary line. The Town Attorney and the County

Attorney are hereby authorized and directed to execute such petition or petitions and all other necessary documentation on behalf of the Town and the County.

4. PUBLICATION.

Each party represents and warrants, each to the other, that they have complied with Section 15.2-3107 of the Virginia Code for publication of notice and adoption of this Agreement.

5. NOTICE.

The parties agree that the publication of notice shall be attached to the Circuit Court Petition as required under Section 15.2-3108 of the Virginia Code.

6. FURTHER REQUIREMENTS.

Each party agrees to perform any and all requirements of Article 2, Chapter 31, Title 15.2 of the Virginia Code.

7. COSTS.

The parties understand and agree that all costs associated with this boundary adjustment shall be borne by Home Depot. To the extent that Home Depot fails to cover the costs for the boundary adjustment, then all costs of all proceedings and advertisements necessary to effect this boundary relocation shall be borne by the Town.

8. EFFECTIVE DATE.

The effective date of this Agreement shall be the first day of the month next following the date of entry of an Order of the Circuit Court of Fauquier County as provided in Section 15.2-3108 of the Virginia Code.

9. VOTING RIGHTS ACT APPROVAL.

The parties agree to jointly pursue the United States Justice Department's approval of the boundary change pursuant to Section 5 of the Voting Rights Act of 1965, as amended (42 U.S.C. Section 1973).

10. INTEGRATION AND MODIFICATION.

- A. This Agreement contains the final and entire agreement between the Town and the County with respect to this boundary adjustment matter hereof and is intended to be an integration of all prior understandings.
- B. The Town and the County shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein.
- C. No change or modification of this Agreement shall be valid unless the same is in writing and signed by both parties.

IN CONSIDERATION of the foregoing, the authorized representatives of the Town and the County have executed this Agreement in duplicate as of the date and year first herein written.

TOWN OF WARRENTON

Kenneth McLawhon
Town Manager

FAUQUIER COUNTY, VIRGINIA

G. Robert Lee
County Administrator